

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY,
PENNSYLVANIA**

HORIZON FEDERAL CREDIT UNION,	:	CV-19-0888
Plaintiff	:	
	:	
vs.	:	CIVIL ACTION - LAW
	:	
NATHAN HALL,	:	
Defendant	:	

ORDER

AND NOW this 15th day of January 2020, the Court, after legal argument on the Plaintiff's Motion for Judgment on the Pleadings, filed on October 21, 2019, hereby issues the following ORDER on the Plaintiff's Motion:

When considering Plaintiff's Motion for Judgment on the Pleadings, all averments of fact properly pled, and every reasonable inference that this Court drew therefrom, were taken as true or as admitted, unless their falsity was apparent from the record. *Pocono Summit Realty, LLC v. Ahmad Amer, LLC*, 52 A.3d 261(Pa. Super.2012). When conducting an inquiry on said motion, this Court is confined to the pleadings themselves and any documents or exhibits properly attached to them; this Court cannot consider inadmissible evidence. *Integrated Project Services v. HMS Interiors, Inc.*, 931 A.2d 724, (Pa. Super.2007). Specifically, this Court may only consider the complaint, answer, and new matter. *Kroiz v. Blumenfeld*, 323 A.2d 339, 229 Pa.Super. 194, 1974; *Aughenbach v. North Am. Refractories Co.*, 231 A.2d 173, 426 Pa. 211, 1967; *Bata v. Central-Penn Nat. Bank of Philadelphia*, 224 A.2d 174, 423 Pa. 373, 1966, certification denied 87 S.Ct. 1348, 386 U.S. 1007, 18 L.Ed.2d 433.

In the current matter, the Plaintiff asserts that based upon the pleadings of the parties that it is entitled to a judgment in the amount of \$7,473.33 against the Defendant. In the complaint, the Plaintiff averred that the parties entered into a contract for financing of a vehicle, that the Defendant is in default of the contract for failure to make payments when due and that a balance of \$7,473.33 remains due under the contract. The Defendant, without legal counsel, filed an unnumbered Answer to the Complaint. In the Answer, the Defendant

conceded to owing money to the Plaintiff under the contract. The Plaintiff asserts that this admission entitles the Plaintiff to a judgment of \$7,473.33. However, the Defendant averred that the Plaintiff had repossessed the vehicle, which was the subject of the contract. If the Plaintiff has repossessed the vehicle, an issue of fact exists to what, if any, deficiency judgment would be owed to the Plaintiff under the provisions of 12 Pa. CSA §§ 6260 and 6261. Assuming the vehicle has been repossessed, the Plaintiff would only be entitled to a deficiency judgment against the Defendant if the provisions of these sections have been complied with. Additionally, a determination of the value of the deficiency judgment would still need to be made. Thus, several issues of fact (was vehicle repossessed, did Plaintiff provide proper notices, what was the reasonable value of the repossessed vehicle, etc.) remain to be decided. The Court hereby DENIES the Plaintiff's Motion for Judgment on the Pleadings.

Furthermore, the Court notes that unless the Plaintiff can rebut the Defendant's assertion the vehicle was repossessed, the Plaintiff will have to prove compliance with 12 Pa. CSA §§ 6260 and 6261 to be able to recovery any amounts against the Defendant. The Plaintiff has not averred any facts to assert a deficiency judgment or compliance with the requirements to obtain a deficiency judgment.

BY THE COURT,

Ryan M. Tira, Judge

Cc: Matthew Urban, Esquire - Weltman, Weinberg & Reis Co., L.P.A.,
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